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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

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THE DIRECT RESPONSE RESOURCE, INC.,  
an Illinois corporation,

Plaintiff,

vs.

HIRSCH PRESENTATION SYSTEMS  
USA, INC.,  
a New Jersey corporation,

Defendant.

C/-----  
**07CV6301**  
A: **JUDGE GUZMAN**  
MAG. JUDGE KEYS  
Dl  
MAGISTRATE JUDGE:

**FILED**  
NOV 06 2007  
NOV 06 2007

**MICHAEL W. DOBBINS**  
**CLERK, U.S. DISTRICT COURT**

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COMPLAINT

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I. JURISDICTION AND PARTIES

A. Plaintiff is an Illinois corporation, with its principal place of business at 3174 Doolittle Drive, Northbrook, IL 60062 where it is engaged in the business of personalized mailing and project management.

B. Defendant is a New Jersey corporation, with its principal place of business at 115 River Road, Suite 821, Edgewater, NJ 07020, and is engaged in the business of the manufacture and sale of liquid filled products for the promotional and advertising industries.

C. This action is brought pursuant to 28 USC 1332(a) (1) and is civil in nature involving exclusive of interest and costs, sum in excess of \$75,000.00. Venue is pursuant to 28 USC 1391(a) (2).

II. FIRST CLAIM FOR RELIEF

A. Prior to April 1, 2007, the parties entered into a contract by which defendant was to provide to plaintiff 15,000 liquid filled travel logs by April 19, 2007. The liquid filled travel

logs were to be ultimately provided to Abelson-Taylor, Inc. and Shire Pharma as a timed sales tool for its drug Pentasa. Plaintiff has for many years provided custom ad-specialty products for Pentasa through its long term client Abelson-Taylor, Inc., a pharmaceutical advertising agency.

B. Defendant has breached its contract with the plaintiff by:

- (1) late delivery of damaged products;
- (2) delivery of defective product not in accordance with required specifications;
- (3) delivery of leaky travel logs.

C. Plaintiff immediately notified defendant of its breaches but defendant failed to take any action to remedy said breaches.

D. As the result plaintiff has suffered direct and consequential damages from defendant's breaches of at least \$250,000.00 including but not limited to advance payments to defendant, freight charges, additional packaging fees incurred, deductions by Abelson-Taylor, Inc, and the loss of Shire Pharma as a customer.

### III. SECOND CLAIM FOR RELIEF

A. Plaintiff repeats and realleges Paragraphs IIA and IIB.

B. Defendant expressly and impliedly warranted that the liquid filled travel logs sold by it were merchantable and fit for the purpose intended.

C. Plaintiff relying on said warranties purchased the liquid filled logs from the defendant.

D. The liquid filled travel logs were in fact defective and were neither merchantable or fit for the purpose intended.

E. The plaintiff notified defendant of the defects in the logs but defendant failed to take any action to remedy said defect(s).

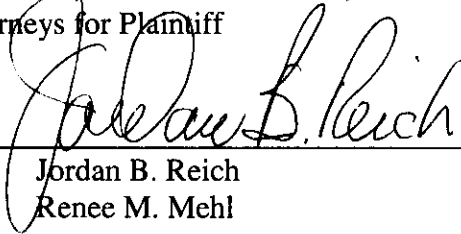
F. As the result of defendant's breach of its warranties of merchantability and fitness for purpose, plaintiff has suffered direct and consequential damages of at least \$250,000.00.

WHEREFORE, the plaintiff demands judgment against the defendant in the amount at least \$250,000.00 together with its costs and disbursements of the action.

Dated: November 1, 2007.

KOHNER, MANN & KAILAS, S.C.  
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By

  
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